

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011650294-0002		PAGE 1 OF 60	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT21Q0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASTRID PARDO				b. TELEPHONE NUMBER (No Collect Calls) 011-571-2752386	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Jul 2021		9. ISSUED BY CODE W913FT REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA  TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 722320 SIZE STANDARD: \$8,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE THE ATTACHED PWS/SPEC DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SHIPPING INSTRUCTIONS TEL: FAX:		CODE W9094C		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 60	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CONTRACTED MEALS FFP CONTRACTED MEALS IAW PWS ATTACHED	1	Job		
	POC: JUAN ROSAS MISSION: DFE FOB: Destination PURCHASE REQUEST NUMBER: 0011650294-0002 PSC CD: 8940				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	BOTTLED WATER FFP BOTTLED WATER IAW PWS ATTACHED	1	Job		
	POC: JUAN ROSAS MISSION: DFE FOB: Destination PURCHASE REQUEST NUMBER: 0011650294-0002 PSC CD: 8960				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	ICE FFP ICE IAW PWS ATTACHED  POC: JUAN ROSAS MISSION: DFE FOB: Destination PURCHASE REQUEST NUMBER: 0011650294-0002 PSC CD: 8960	1	Job		
					<hr/>
NET AMT					

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0010	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0010	POP 16-JUL-2021 TO 01-AUG-2021	N/A	SEE THE ATTACHED PWS/SPEC DESGINATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SHIPPING INSTRUCTIONS FOB: Destination	W9094C
0020	POP 16-JUL-2021 TO 01-AUG-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0021	POP 16-JUL-2021 TO 01-AUG-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C



## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.212-1	Instructions to Offerors--Commercial Items	JUN 2020
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Lowest price

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Reasonable inquiry” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ] is, [ ☐ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_  
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ☐ ] is, [ ☐ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ☐ ] is, [ ☐ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ☐ ) has, ( ☐ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or



(ii) It ( \_\_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":



Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

( \_\_\_ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( \_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--



(i) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.



(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (JUN 2020) of 52.219-9.
- \_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- \_\_\_\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- \_\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_\_\_\_ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- \_\_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_XX\_ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

\_XX\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_XX\_\_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using rates on Treasury web page <https://fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange/current.html> in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

(End of provision)

252.229-7001 TAX RELIEF (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (IVA) RATE (PERCENTAGE): (19%)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.



“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W913FT
Admin DoDAAC**	W913FT
Inspect By DoDAAC	W81XG9
Ship To Code	W81XG9
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	W81XG9
Service Acceptor (DoDAAC)	W81XG9
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

\_\_\_ Estes, Floyd D Jr LTC USARMY ARSOUTH (USA) <[floyd.d.estes.mil@mail.mil](mailto:floyd.d.estes.mil@mail.mil)

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

## PWS

### **United States Army South (ARSOUTH) Dynamic Force Employment (DFE) 2021 Exercise Performance Work Statement (PWS)Catered Meals, Ice and Bottled WaterAs of: 22 June 21**

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1. **GENERAL:** This is a non-personal services contract under which the personnel rendering the services are not subject, either by the contract’s terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The United States (U.S.) Government shall not exercise any supervision or control over the Contractor’s employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.1 **SCOPE OF WORK:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform delivery of Catered Meals, Ice and Bottled Water Services as defined in this PWS except for those items specified as government furnished property (GFP) and government furnished services (GFS). The contractor shall perform to the standards in this contract.

1.2 Background: Catered Meals, Ice and Bottled Water Services for United States Army South (ARSOUTH, also referred to herein as “the Government”) in support of the DFE 2021 Exercise.

1.3 Objectives: The Contractor provides the Government with delivery of Catered Meals, Ice and Bottled Water Services.

1.4 Scope: Contractor shall provide non-personal services to the Government with delivery of Catered breakfast and dinner Meals, Ice and Bottled Water Services at the Tolomaida Military Base, Colombia. The contractor shall accomplish services in coordination with the Contracting Officer (KO) and the Contracting Officer Representative (COR).

1.5 Period of Performance: 16 Jul – 1 Aug 2021

1.6 General Information:

1.6.1 Quality Control Plan (QCP): N/A

1.6.2 Operations Security (OPSEC) SOP/Plan Requirements: N/A

1.6.3 Quality Assurance (QA): The government shall evaluate the contractor’s performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed IAW the performance standards and contract quality requirements are met. Contract quality requirements” means the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to ensure the product or service conforms to the contractual requirements. It defines how the performance standards will be applied, the frequency of surveillance, the performance threshold, and deductions, if applicable

1.6.4 Recognized Holidays: Recognized Holidays: The Contractor is required to perform the services in Melgar, Colombia.

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business between the hours of 7:00 AM to 7:00 PM Monday thru Sunday, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at Tolemaida Military Base, Colombia.

1.6.6 Type of Contract: The government anticipates the award of a firm-fixed price contract.

1.6.7 Access and General Protection Policy and Procedures:

1.6.7.1 FPCON: In addition to the changes otherwise authorized by the changes of clause of contract, should the US Government Force Protection Condition (FPCON) at any individual installation change, the Government may require changes in contractor security matters or process in accordance with DoDI 2000.16. During FPCONs Charlie and Delta, only contract services that have been deemed "mission essential" by the Government will continue. Contract services will resume when the FPCON is reduced to Bravo or lower.

1.6.7.2 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured IAW Army Regulation (AR) 190-13, "The Army Physical Security Program."

1.6.7.3 Escorts: The Contractor and all associated sub-contractor employees performing services under this contract shall be escorted at all times by host nation security personnel or by an individual designated by the Contracting Officer Representative (COR)/Contracting Officer Representative(COR) while accessing U.S. facilities or activities.

1.6.7.4 Personnel Security Clearance Requirements: N/A

1.6.7.4.1 Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. U.S. and Colombia government issued access badges shall not be worn outside designated facilities where visible to the general public. The Contractor shall immediately report suspicious activities to security personnel.

1.6.7.5 Background Checks: The Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check conducted by the Host Nation Police Department of their residence or the State Police Department of their U.S. residence. Security checks that have been completed as part of a personnel security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the KO or COR upon request. The Government retains the right to exclude any employee from performance of duties under this contract if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the KO or COR, the following information on any contractor or subcontractor employee performing services under this contract:

Full birth name  
Married name (if applicable)  
SSN or local equivalent (ID card number)  
Date of birth  
Place of birth (city, country)

1.6.7.5.1 RSO Background Checks: For those contract employees requiring access to US and/or Colombian government installations; the Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.

1.6.7.5.2 The contractor and, as applicable, subcontractor, shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the SCO-CO. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.

1.6.7.5.3 Contractors shall ensure their employees and those of their subcontracts have the proper credentials and visas to work in the Republic of Colombia. Persons found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

1.6.7.5.4 Background Check Notification Requirements: If a background check on any employee or subcontractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall immediately notify the KO and COR of that information. The Contractor shall make notification of:

(1) Traffic violations, other than parking, will be reported to the KO or COR only if the contract is for drivers for the Government;

(2) Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and

(3) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

1.6.7.5.5 Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in requiring the Contractor to remove a Contractor employee or employees from the performance of the contract.

1.6.7.5.6 Subcontracts. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.



1.6.7.6 Uncleared Contractor Common Access Card (CAC) Credentialing and Access Procedures: N/A

1.6.7.7 Employment Eligibility: N/A

1.6.7.8 Access to Government Information Systems: N/A

1.6.7.9 Key Control N/A

1.6.7.10 Lock Combinations N/A

1.6.8 Post Award Conference/Contract Periodic Progress Meetings: N/A

1.6.9 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration.

The COR is authorized to perform the following functions: ensure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The following contractor personnel are considered key personnel by the government: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer Contract Manager and alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 AM to 5:00 PM Monday thru Sunday except during country holidays or when the government facility is closed for administrative reasons.

1.6.11 Special Qualifications or Certifications: N/A

1.6.11.1 IA/IT Training Certification: N/A

1.6.12 Identification of Contractor Employees: Contractor employees shall identify themselves as Contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where Contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc.

1.6.12.1 Badging of Contractor Employees: N/A

1.6.12.2 Uniform: The Contractor shall provide a standard uniform for all Contractor and subcontractor employees performing services under this contract, and ensure they wear the uniform during appointed duty hours. The uniform may consist of the same type and color shirt and slacks for all workers. Company logo is optional.

1.6.13 Contractor Travel: N/A

1.6.14 Other Direct Costs (ODC): N/A

1.6.15 Data Rights: N/A

1.6.16. Non-Disclosure Requirements:

1.6.16.1 Non-Disclosure statements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall apply, and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.6.16.2 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (<http://www.defenseimagery.mil/products/DODimagery/commercialuse.html>). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.6.16.3 Information Assurance: At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as U.S. Army Aviation and Missile Research Development and Engineering Center (ARMDEC) Safe Exchange at <https://safe.amrdec.army.mil/SAFE/About.aspx>, or All Partners Access Network (APAN) at <https://community.apan.org/>, or other transmission means determined by the government must be used.

1.6.17 Organizational Conflict of Interest (OCI): Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.18 Phase-in/Phase-Out (PIPO) Period: N/A

1.6.19 General Training Requirements:

1.6.19.1 Anti-Terrorism (AT) Level I Training: N/A

1.6.19.2 OPSEC Awareness: If the Contractor, or a subcontractor, or employees of either disclose any information that disrupts or harms the Government's operations or activities, then the Government retains the right to exclude any employee from performance of duties under this contract. The exclusion of an employee for



security reasons will not relieve the Contractor from performance of services required under this contract. By way of example, personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. All government paper products and removable digital storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information.

1.6.19.3 Information Assurance (IA) Training: N/A

1.6.19.4 Information Assurance (IA)/Information Technology (IT) Training: N/A

1.6.19.5 Threat Awareness Reporting Program (TARP Training): N/A

1.6.19.6 iWATCH Training: N/A

1.6.19.7 OPSEC Training: N/A

1.6.20 Overseas Training Requirements: N/A

1.6.20.1 Antiterrorism (AT) Awareness Training for Contractor Personnel Traveling: N/A

1.6.20.2 SERE Training: N/A

1.6.21 Foreign (OCONUS) Requirements:

1.6.21.2 Vetting: The Contractor Company and all associated sub-contractor companies, must have been vetted by the US Embassy in the country which the contract will be performed. For the purposes of this contract, the company is considered vetted if the company is located in the country which the contract will be performed unless the company has been previously barred from performing services for the Government. If during a previous vetting process the company was barred from performing service for the Government, then that is grounds for termination of the contract. If the company is located outside of the country which the contract will be performed, the company must be vetted by the US Embassy in the country of performance. Vetting will be coordinated through the US Embassy's DOD Security Cooperation Office (SCO) in the country of performance. If during any previous vetting process in other countries, the company is found to be barred from performing services for the Government; this finding is grounds for termination of the contract.

1.6.21.2.1 The Contractor shall provide a fully qualified workforce who possesses the training, skills, licenses, clearances, certifications and experience to successfully perform the services required in this PWS. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor's expense (see Para 1.6.7.1 for more information). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation. The contractor must demonstrate registry or other certification which authorizes the company to perform and do business in the country of Colombia.

1.6.22 Host Nation Installation Access with No DOD Facility: Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.6.23 Deoxyribonucleic Acid (DNA) Samples: N/A

1.6.24 Medical Travel Requirement: N/A

1.6.25 Synchronized Pre-deployment and Operational Tracker (SPOT): Upon award of this contract, or employment of new personnel, the Contractor will enter Contractor employees and subcontractor employees performing services under this contract into the SPOT database who meet one of the following conditions:

(1) All U.S. citizen and resident, and third country national (TCN) personnel who travel into the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(2) TCN/LN personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(3) Private security Contractors and contingency Contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or DOD Civilian personnel and regardless of the length of the anticipated period of performance.

(4) Contractor and subcontractor personnel with a place of performance in the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may, within the terms of the contract, deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

1.6.25.1 The COR/GR or KO will approve all employees in the SPOT database and a Letter of Authorization (LOA) is generated to the Contractor on each employee. The signed LOA is required prior to travel to, from, or within the USSOUTHCOM AOR. The LOA will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract. The LOA will be regenerated by the Contractor upon expiration of the LOA. Changes to the status of individual personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, wounded, etc.) shall be annotated within the SPOT database in accordance with the timeliness established in the SPOT business rules.

Information and standards for the SPOT system is posted on the U.S. Government Foreign Clearance Guide website at <https://www.fcg.pentagon.mil/fcg.cfm> for the country of employment. Access to SPOT is <https://spot.dmdc.mil>.

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

**2.1. Definitions:**

2.1.1 Area of Responsibility. The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR) includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saint Barthélemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Saint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

2.1.2. Contractor. The total contractor organization or a separate entity of it; such as an affiliate, division, or plant that performs its own purchasing.

2.1.3. Contracting officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.1.4. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

2.1.5. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7 Foreign Nationals. A foreign national is not a U.S. citizen. Green card holders are also identified as foreign nationals. A foreign national is further categorized as either a third country national or a local national based on the person's citizenship and location of performance of duty.

2.1.8. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.9. Local National Local nationals are foreign nationals who are citizens of the country where the performance of duty will occur.

2.1.10. Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

2.1.11. Physical Security. Protection of the perimeter area, government property, and assets that prevent the loss or damage of Government property.

2.1.12. Quality Assurance. The various functions, including inspection, performed by the government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.13. Quality Assurance Surveillance Plan (QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

2.1.14. Quality Control (QC). Tasks performed by the Contractor to improve the quality of the organization's output.

2.1.15. Shall. An imperative command; has a duty to or is required to. Denotes that a regulation must be followed unless the contracting officer has obtained a deviation.

2.1.16. Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

2.1.17. Third Country National. Third country nationals are foreign nationals who are not citizens of the country where the performance of duty will occur.

2.1.18. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.19. Work Week. Monday through Friday, unless specified otherwise.

## 2.2 Acronyms:

AFFSSIR	Armed Forces Repository of Specimen Samples
ALMS	Army Learning Management System
ANSI	American National Standards Institute
AOR	Area of Responsibility
AR	Army Regulation
ARSOUTH	Army South
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DD Form 254	Department of Defense Contract Security Requirement List
DFE	Dynamic Force Employment Exercise
DNA	Deoxyribonucleic Acid (DNA)
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
FHP	Force Health Protection
FCG	Foreign Clearance Guide
FN	Foreign National
FY	Fiscal Year
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Services
GOC	Government of Colombia

IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIST	National Institute of Standards and Technology
ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PN	Partner Nations
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOP	Standard Operating Procedures
SPOT	Synchronized Pre-deployment and Operational Tracker
TCN	Third Country National
TE	Technical Exhibit
TSDB	Terrorist Screening Data Base
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

PART 3  
Government Furnished Equipment (GFE), Government Furnished Property (GFP), and Government Furnished  
Services (GFS)

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1 The Government shall not furnish items or services in the performance of this contract.

3.2 Facilities: N/A

3.3 Utilities: N/A

3.4 Equipment: N/A

3.5 Materials: N/A

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

4.2 Facility Security Clearance: N/A

4.3. Materials: N/A

4.4. Equipment: N/A

4.5 Insurance: All insurances required by the Government of Colombia to operate within the country shall be obtained and maintained as required by the Government of Colombia (GOV). Insurance requirements include but are not limited to Third Party Damage, First Person Fatality, Additional person Fatalities, Criminal court representation and Civil Representation.

4.5.1 Worker's Compensation and Employers Liability Insurance as required by law except that if the contract is to be performed in a country which does not require or permit private insurance, then compliance with the statutory or administrative requirements for the Country of Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

4.5.1.2 General Liability Insurance: Bodily injury liability insurance, in the minimum limits as established by the Government of Colombia, per occurrence shall be required on the comprehensive form of policy.

4.5.1.3 Automobile Liability Insurance for Contractor Owned/Leased Vehicles. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits as established by the Government of Colombia shall be required.

4.5.1.4 Payment of Wages/Salaries: The contractor shall be responsible for payment of all employee salaries, vacations, social security, medical insurance, family subsistence and all other entitlements required by Colombian labor laws. At a minimum, the Contractor shall adhere to applicable wages established by the GOC. Additionally, the Contractor will make a good faith attempt to provide reasonable wages to maintain stability in the workforce.

4.6 Contractor Vehicles and Passes: All contractor employees' and Contractor's subcontractor vehicles used for the performance of this contract shall comply with all Colombian Government Regulations. In addition, all vehicles described above must be registered through the Government of Colombia or with the installation office for the Colombian Military Base that they are working on. Pass and Registration will comply with Colombian Installation Commander Directives. The contractor is responsible to provide maintenance or fuel for contractor vehicles.

4.6.1 Vehicle and personal passes are the property of the Government of Colombia and will be surrendered upon termination of employment or the end of the contract performance period to the COR. Any pass will be surrendered to US or Colombian Security Forces upon demand to positively identify a person's need to be on Colombian Military Installation or the grounds of the US Embassy, Bogota, Colombia, or other facilities based on duty location.



PART 5  
SPECIFIC TASKS

5. Specific Tasks: Contractor shall provide non-personal services to the Government with Contract Meals, Ice and Bottled Water Services at the Tolemaida Military Base, Colombia. The contractor shall accomplish these services in coordination with the Contracting Officer (KO) and the Contracting Officer Representative (COR).

5.1. Basic Services: The contractor shall cook, prepare food for transport, transport food, establish serving lines, serve food, tear down serving lines, clean up and remove trash to accommodate U.S. military and government employees for breakfast, lunch and dinner for the specified period of performance at the locations and dates specified in Attachment 2. Headcounts will be performed by the Government and adjustments will be provided to the contractor at least 72 hours ahead of required meal services as specified in Attachment 2 in coordination with the Contracting Officer (KO) and the Contracting Officer Representative (COR) Preparation of meals shall include soups, salads, gravies, sauces, vegetables, meat, fish, poultry, puddings, gelatins, and other foods constituting a complete meal. Baked goods shall include: preparation of breads, rolls, quick breads, pies, cakes, pastries, icings, sauces, and glazes. Raw fruits and vegetables shall be thoroughly washed & disinfected prior to processing. Leftovers shall not, at any time, be utilized for future meals.

5.2 Food Service Requirements.

5.2.1. The contractor shall establish a 14 day rotational menu using standards listed in para 5.1 and Breakfast can be a 7 day rotational menu. A 14 day menu will be provided to the GR at the first meal service. Menus will be posted one (1) day in advance of service.

5.2.2. Cold Beverages for each meal will be provided. All beverages must be pasteurized. Cold beverages shall include:

- a. Milk
- b. Juice
- c. Soda
- d. Bottled Water

5.2.3. Breakfast: The contractor shall prepare:

- a. 2 (two) assorted fruit juices
- b. 2 (two) assorted fresh fruits; hot and dry cereal
- c. 2 (two) meat items – a choice of bacon, sausage, ham or cream beef; assorted omelets and eggs; pancakes and French toast (if available); fresh breakfast pastry; hash brown potatoes; toast; butter/margarine; coffee; tea; milk (pasteurized/UHT); and appropriate condiments
- d. Hot biscuits, rolls or muffins are also to be served
- e. *(Note: PN may be allowed to prepare native foods)*

5.2.4. Lunch and Dinner: The contractor shall prepare:

- a. 2 (two) meat entrees with sauces or gravies;
- b. 2 (two) starches, e.g. potatoes, noodles, or rice, et
- c. 2 (two) cooked vegetables; salad bar or a minimum of 4 (four) salads (not including short order items) - a choice of e.g., lettuce, tomato slice, onion slice)
- d. 4 (four) assorted desserts 2 (two) of which shall be pie, cake or pastry items 2 (two) choices of e.g., chilled fruit, gelatin or yogurt;
- e. 3 (three) assorted breads/rolls – a choice of white, wheat, rye, whole grain, garlic; butter/margarine; assorted cold drinks; carbonated beverages; coffee; tea; milk (pasteurized)
- f. Soup shall be offered daily for the dinner meal

- g. Cakes, pies, and pastries shall be varied.
- h. *(Note: PN may be allowed to prepare native foods)*

5.2.5. Prohibited Foods. The following foods shall NOT be served in a ready-to-eat (RTE) form:

- a. Raw animal food (such as Sushi or raw-marinated fish, raw molluscan shellfish, and steak tartare)
- b. Partially cooked food (such as lightly cooked fish, rare meat, and soft-cooked eggs)
- c. Raw seed or bean sprouts
- d. Ice, unless from an authorized ice plant or other authorized potable water source
- e. Ruminant meat products originating from countries/areas affected with Bovine Spongiform Encephalopathy (BSE) are prohibited from procurement and use, see section 6 for further information.

5.2.6. Serving Times: The Contractor shall provide meals daily as follows for the number of people specified in the Attachment 2:

- Breakfast: 0600–0800
- **Lunch 1130-1300**
- Dinner Meal: 1800-2000

5.2.7. Employees: Contractor personnel shall present a neat appearance and shall be easily recognized. Employees shall wear contractor-furnished uniforms, aprons when on duty. Aprons shall not be worn outside, to the latrine facilities, or on smoke breaks. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. Contractor personnel shall wear face coverings at all times.

5.2.7.1. Hair and Hair Restraints: All personnel entering or working in food preparation or service areas shall wear hairnets or cap. All hair restraints shall be kept clean.

5.2.7.2. Identification Badges: All Contractor personnel must exhibit identification badges at all times while in the Area of Responsibility (AOR).

5.2.7.3. Jewelry: With the exception of wedding bands, food service personnel shall not wear jewelry, including wristwatches, while preparing or handling food. The wearing of medical alert bracelets or necklaces is authorized.

5.2.7.4. Personal Hygiene: See Technical Exhibit 1.

5.2.7.5. Conduct of Employees: The Contractor shall be responsible for the performance and conduct of all personnel employed under this contract. The Contractor shall prohibit employees from performing work under this contract while under the influence of alcohol, drugs, and other incapacitating agents. Contractor personnel shall abide by all security regulations set forth by the supported event and shall be subject to such checks as may be deemed necessary. No verbal or physical abuse will be tolerated while on duty.

5.2.7.6. Use of Alcoholic Beverages/Drugs: The use of alcoholic beverages or illegal drugs by contractor personnel, while on duty, is strictly forbidden. The Contractor shall immediately remove and replace employees who are under the influence of alcohol or drugs.

5.2.7.7. Health Examinations: The Contractor shall provide health certificates for each employee prior to working in the kitchen or field site to the GR. Personnel with evidence of communicable disease (e.g. vomiting, diarrhea, jaundice, sore throat with fever), infected wounds, open sores, or acute respiratory infection, shall be referred to a doctor to receive written clearance before returning to the kitchen area. Personnel with a health problem(s) shall not be permitted to work in any capacity where there is likelihood of food or food contact surface contamination with pathogenic organisms, or transmitting disease agents to others. Personnel relieved of duty due to illness must have medical clearance from a physician before returning to work.

5.2.8. Written Daily Logs: Written daily logs (records) should be maintained for:

- a. Daily refrigerator and freezer temperature recordings (minimum of 2 daily recordings).
- b. Buffet line hot food holding temperatures.
- c. Time and temperature logs for cooking potentially hazardous foods (PHF).
- d. Checks on all hand washing stations for soap and hand towels.
- e. Water filters replacement, if applicable. Daily bulk kitchen water chlorine levels, if applicable.

5.2.9. Performance Requirements:

5.2.9.1. Food Preparation: The Contractor shall progressively prepare (small batch preparation) items to ensure freshness and optimum flavor, color, texture, and nutritive value. Hot food items to be offered throughout the serving period shall not be prepared in large batches and held for the duration of the meal. Hot foods will be held at 135°F (57°C) or higher not to exceed 4 hours; cold foods will be held at 41°F (5°C) or lower not exceed 4 hours. Contractor personnel will comply with Technical Exhibit 1 UNIVERSAL CONTROL MEASURES TO MITIGATE RISK OF FOODBORNE ILLNESS and any other reasonable food safety control measures to be implemented that are identified during the sanitation inspection and food & water risk assessment.

5.2.9.3. Equipment Cleaning and Sanitizing: The Contractor shall clean and sanitize all equipment for storing and transporting meals to the location as specified in Attachment 2. Equipment and food-contact surfaces shall be cleaned and sanitized between uses to prevent cross-contamination. Non-food contact surfaces of equipment, to include door gaskets, shall be cleaned as often as necessary to eliminate accumulation of dust, dirt, grease, food particles, and other debris.

5.2.9.3.1. Definition of Clean and Sanitized: For the purpose of this PWS, the following definition will be applied by the Government to measure performance. Properly cleaned equipment shall be free of dirt, grease, rust, food, food particles, scum and foreign matter. Properly sanitized food contact surfaces have been treated using either heat or sanitizing chemicals (chemical test strips shall be available and used), which reduces bacterial count to a safe level without leaving toxic residue. Technical Exhibit 1.

5.2.9.4. Packaging and Delivery: The Contractor shall be held responsible for all subsistence delivered to the facility. All conveyances will be locked or sealed and secured while in storage or at rest. All items shall be placed in proper storage (refrigerated vs. dry storage) or use areas upon receipt. Containers and bulk food shall be stored a minimum of **15 cm** above the floor on dunnage racks or shelves. Food shall not be stored in the same area(s) as non-food items; e.g., chemicals, cleaning products and insecticides. Items shall not be stored under exposed or unprotected sprinkler heads.

5.2.9.5 Food Serving items and condiments: The Contractor shall provide all tableware and napkins (Eating, drinking, and serving utensils for table use such as flatware including forks, knives, and spoons; including bowls, cups, serving dishes, and plates, **to include take away boxes**). Also condiments in individual serving packets or plastic bottles. (i.e., Mustard, ketchup, sliced pickles, diced onions, relish, hot sauce, salad dressings, etc.). These are to complement the meals.

5.2.9.6 Waste Management: The Contractor shall be responsible for the cleanup of all waste created from the serving of the meals. Contractor shall collect and remove all trash from the premises.

5.2.9.7 Housekeeping Services. Contractor shall be responsible for cleaning, sanitizing and maintaining an organized appearance in the performance area that immediately affects customer service to include the serving area.

5.2.9.8 Coolers for bottled water. Contractor shall provide 3ea. Coolers of at least, 150 Quarts to be used to store and maintain bottled water chilled on ice. Specific locations for coolers will be provided and placed by COR.

5.3. Service Contract Reporting (SCR): The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the USSOUTHCOM via a secure data collection site. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year(FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 30 of each calendar year using <http://sam.gov>.

## PART 6 APPLICABLE PUBLICATIONS

### 6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

- 6.1.1 DOD Commercial Use of Imagery Guidelines
- 6.1.2 AR 190-13, The Army Physical Security Program
- 6.1.3 Army Directive 2014-05, Policy and Implementation Procedures for CAC Credentialing Access for Uncleared Contractors
- 6.1.4 DOD 5220.22-M, National Industrial Security Program Operating Manual
- 6.1.5 Defense Federal Acquisition Regulation Supplement (DFARS)
- 6.1.6 Joint Travel Regulation (JTR)
- 6.1.7 AR 735-5, Policies and Procedures for Property Accountability
- 6.1.8 DODD 8570.01, Information Assurance Training Certification and Workforce Management
- 6.1.9 DOD 8570.01-M, Information Assurance Workforce Improvement Program
- 6.1.10 AR 25-2, Information Assurance
- 6.1.11 DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- 6.1.12 USSOUTHCOM SC Regulation 40-501, Medical Suitability Screening Regulation
- 6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program
- 6.1.14 TB MED 530
- 6.1.15 NAVMED P-5010-1
- 6.1.16 AFMAN 48-147\_IP

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. **Attachment/Technical Exhibit List:**

7.1. Attachment 1 – Performance Requirements

7.2 Attachment 2 – Deliverables Schedule

7.3 Technical Exhibit 1 – Universal Control Measures to Mitigate Risk of Foodborne Illness



**ATTACHMENT 1**  
**Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b>	<b>Standard</b>	<b>PERFORMANCE THRESHOLD</b>	<b>Method of Surveillance</b>	<b>% Deduction from monthly invoice for not meeting Performance Standards</b>
<b>1. Combating Trafficking in Persons</b> <b>FAR 52.222-50 c</b>	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP

<p><b>PRS # 1.</b> Contractor shall provide non-personal services to the Government with Contract meals, ice and bottled water services as specified in Attachment 2. The contractor shall accomplish these services in coordination with the Contracting Officer (KO) and the Contracting Officer Representative(COR). <b>PWS paragraph 1.4</b></p>	<p>The correct type meal as specified in the Part 5 section.</p>	<p>100% Compliance</p>	<p>100% Inspection, COR Validation</p>	<p>For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP</p>
<p><b>PRS # 2.</b> The Contractor shall provide completed background checks by the local Police Department for all of its drivers.  <b>PWS paragraph 1.6.7.5</b></p>	<p>The Contractor provided the background checks at award of contract or upon new hire of employee(s).</p>	<p>100% Compliance</p>	<p>100% Inspection, COR Validation</p>	<p>For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP</p>



<b>PRS # 3</b> <b>Meal Specifications</b> <b>PWS paragraph 5.1</b>	Raw fruits and vegetables will be thoroughly washed/disinfected prior to processing.  Leftovers are not used for future meals	100% Compliance	100% Inspection, COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP
<b>PRS # 4</b> <b>Breakfast</b>         <b>PWS paragraph 5.1.3</b>	a. 2 (two) assorted fruit juices b. 2 (two) assorted fresh fruits; hot and dry cereal c. 2 (two) meat items – <b>a choice of</b> bacon, sausage, ham or cream beef; assorted omelets and eggs; pancakes and French toast (if available); fresh breakfast pastry; hash brown potatoes; toast; butter/margarine; coffee; tea; milk (pasteurized/UHT); and appropriate condiments d. Hot biscuits, rolls or muffins are also to be served e. ( <i>Note: PN may be allowed to prepare native foods</i> )	100% Compliance	100% Inspection, COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP

<p><b>PRS #5</b></p> <p><b>Lunch and Dinner</b></p> <p><b>PWS paragraph 5.1.4</b></p>	<ul style="list-style-type: none"> <li>a. 2 (two) meat entrees with sauces or gravies;</li> <li>b. 2 (two) starches, e.g. potatoes, noodles, or rice, et</li> <li>c. 2 (two) cooked vegetables; salad bar or a minimum of 4 (four) salads (not including short order items) - <b>a choice of</b> e.g., lettuce, tomato slice, onion slice)</li> <li>d. 4 (four) assorted desserts 2 (two) of which shall be pie, cake or pastry items 2 (two) <b>choices of</b> e.g., chilled fruit, gelatin or yogurt;</li> <li>e. 3 (three) assorted breads/rolls – <b>a choice of</b> white, wheat, rye, whole grain, garlic; butter/margarine; assorted cold drinks; carbonated beverages; coffee; tea; milk (pasteurized)</li> <li>f. Soup shall be offered daily for the dinner meal</li> <li>g. Cakes, pies, and pastries shall be varied.</li> </ul> <p><i>(Note: PN may be allowed to prepare native foods)</i></p>	100% Compliance	100% Inspection, COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP
<p><b>PRS #6</b></p> <p><b>Serving Times</b></p> <p><b>PWS paragraph 5.1.6</b></p>	<p>Meals shall be served between hours of:</p> <p>Breakfast: 0600-0800</p> <p><b>Lunch 1130-1300</b></p> <p>Dinner: 1800-2000</p>	100% Compliance	100% Inspection, COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP

<p>PRS # 7</p> <p>Written Daily Logs PWS 5.2.8</p>	<p>a. Daily refrigerator and freezer temperature recordings (minimum of 2 daily recordings).</p> <p>b. Buffet line hot food holding temperatures.</p> <p>c. Time and temperature logs for cooking potentially hazardous foods (PHF).</p> <p>d. Checks on all hand washing stations for soap and hand towels.</p> <p>e. Water filters replacement, if applicable. Daily bulk kitchen water chlorine levels, if applicable.</p>	100% Compliance	100% inspection COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP
<p>PRS # 8</p> <p>Food Preparation: PWS 5.2.9.1</p>	<p>The Contractor shall progressively prepare (small batch preparation) items to ensure freshness and optimum flavor, color, texture, and nutritive value. Hot food items to be offered throughout the serving period shall not be prepared in large batches and held for the duration of the meal. Hot foods will be held at 135°F (57°C) or higher not to exceed 4 hours; cold foods will be held at 41°F (5°C) or lower not exceed 4 hours.</p> <p>Contractor personnel will comply with Technical Exhibit 1 UNIVERSAL CONTROL MEASURES TO MITIGATE RISK OF FOODBORNE ILLNESS and any other reasonable food safety control measures to be implemented that are identified during the sanitation inspection and food &amp; water risk assessment.</p>	100% Compliance	100% inspection COR Validation	For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP

<p>PRS # 9</p> <p>Equipment Cleaning and Sanitizing:</p> <p>PWS 5.2.9.3</p>	<p>The Contractor shall clean and sanitize all equipment for storing and transporting meals to the location as specified in Attachment 2. Equipment and food-contact surfaces shall be cleaned and sanitized between uses to prevent cross-contamination. Non-food contact surfaces of equipment, to include door gaskets, shall be cleaned as often as necessary to eliminate accumulation of dust, dirt, grease, food particles, and other debris</p>	<p>100% Compliance</p>	<p>100% inspection COR Validation</p>	<p>For Non-Conforming services the Contract shall correct the Non-Conformance at no additional charge to the Government. This may also be reflected in the Contractors Performance evaluation at the end of the POP</p>
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**Technical Exhibit 1**  
**Meals / Bottle Water / Ice Requirements**  
**Meals Requirements**

<b>DATE</b>	<b>BREAKFAST</b>	<b>Lunch</b>	<b>DINNER</b>	<b>TOTAL</b>	<b>DELIVERY</b>
16 Jul 21	0	0	18	18	Tolemaida Military Base
17 Jul 21	18	18	18	54	Tolemaida Military Base
18 Jul 21	18	18	18	54	Tolemaida Military Base
19 Jul 21	18	18	26	62	Tolemaida Military Base
20 Jul 21	28	28	28	84	Tolemaida Military Base
21 Jul 21	28	28	28	84	Tolemaida Military Base
22 Jul 21	28	28	171	227	Tolemaida Military Base
23 Jul 21	171	0	171	342	Tolemaida Military Base
24 Jul 21	171	0	174	345	Tolemaida Military Base
25 Jul 21	174	0	174	348	Tolemaida Military Base
26 Jul 21	174	0	40	214	Tolemaida Military Base
27 Jul 21	40	0	40	80	Tolemaida Military Base
28 Jul 21	40	0	167	207	Tolemaida Military Base
29 Jul 21	167	0	167	334	Tolemaida Military Base
30 Jul 21	167	0	167	334	Tolemaida Military Base
31 Jul 21	167	23	23	213	Tolemaida Military Base
1 Aug 21	23	0	0	23	Tolemaida Military Base
			<b>Total meals</b>	<b>3,023</b>	

### **Meals / Bottle Water / Ice Requirements**

#### **Bottle Water Requirements**

<b>DATE</b>	<b>BOTTLE WATER X 600 ML (24 bottles per case)</b>	<b>Delivery location</b>
16 Jul 21	60 cases	Tolemaida Military Base
21 Jul 21	252 cases	Tolemaida Military Base
24 Jul 21	252 cases	Tolemaida Military Base
27 Jul 21	252 cases	Tolemaida Military Base
30 Jul 21	84 cases	Tolemaida Military Base
	<b>900 total cases</b>	

#### **Ice Requirements**

<b>DATE</b>	<b>BAGS OF ICE 50KG</b>	<b>Delivery Location</b>
17 Jul 21	1	Tolemaida Military Base
18 Jul 21	1	Tolemaida Military Base
19 Jul 21	1	Tolemaida Military Base
20 Jul 21	1	Tolemaida Military Base
21 Jul 21	1	Tolemaida Military Base
22 Jul 21	10	Tolemaida Military Base
23 Jul 21	10	Tolemaida Military Base
24 Jul 21	10	Tolemaida Military Base
25 Jul 21	10	Tolemaida Military Base
26 Jul 21	10	Tolemaida Military Base
27 Jul 21	10	Tolemaida Military Base
28 Jul 21	10	Tolemaida Military Base
29 Jul 21	10	Tolemaida Military Base
30 Jul 21	10	Tolemaida Military Base
31 Jul 21	2	Tolemaida Military Base
1 Aug 21	1	Tolemaida Military Base
	<b>98 total bags</b>	

## **Technical Exhibit 2**

### **UNIVERSAL CONTROL MEASURES TO MITIGATE RISK OF FOODBORNE ILLNESS**

#### **A. FOODBORNE ILLNESS**

Foodborne illness may be caused by microorganisms such as bacteria, viruses, or parasites, and improper processing, storage or handling of food greatly increase the risk for illness. Taking extra care to follow the steps outlined in this document will significantly help reduce the chance of foodborne illness.

#### **B. TIME-TEMPERATURE MEASURES**

1. Raw animal foods will be cooked to heat all parts of the food to the following minimum requirements for temperature and time:

- (a) 145F/63C for 15sec for raw shell eggs for immediate service, fish, seafood, beef, veal, lamb, and commercially raised game animals.
- (b) 155F/68C for 15sec for eggs not prepared for immediate service and pork; OR 66C one minute; OR 63C for 3 minutes.

(c) 165F/74C for 15sec for poultry, stuffed fish, stuffed meat, and stuffed pasta. Poultry will not be stuffed. Stuffing and dressing will be cooked separately.

- (d) Cooks will use a properly calibrated and sanitized (e.g. Alcohol wipes) thermometer to measure temperature.

2. Fruits and vegetables that are cooked for hot holding will be cooked to a temperature of 135F/57C. Cut fruits and vegetables under refrigeration will be held at 41F/5C or less until cooked or served.

3. Foods held hot will be maintained at 135F/57C or higher. Temperatures need to be verified with a properly sanitized thermometer. Hot foods not kept at 135F/57C or greater since preparation will be discarded after 4 hours. Cold foods served and not held at 41F/5C or less will be discarded after 4 hours.

4. Potentially Hazardous Foods (PHF) will be thawed in one of the following manners (listed most to least desirable):

- (a) In refrigeration that maintains the food temperature at 41F/5C or less.
- (b) Completely submerged under running potable water at a water temperature of 70F (21C) or below with sufficient water velocity to agitate and float off loose particles in an overflow.
- (c) Microwave (only if cooked immediately thereafter).

5. Refrigerated foods will be protected/wrapped properly and clearly marked with time/date of preparation or opening and use-by date (7 days or less) and stored at 41F/5C or less.

6. Frozen foods need to be clearly marked with time/date of preparation or packaging and use by date (45 days or less) and stored frozen at 0F/-18C or less.

7. Shell eggs at receipt will be at 45F/7C or below and stored under refrigeration at 41F/5C or less.



8. Obtain products from wholesale distributors that deliver food at the proper temperature and in sealed packages with labels identifying the product. Food products stored in packages other than their original container or package shall be labeled with original product name and time/date when original container/package was first opened.

9. Under no circumstances will leftover food be reheated, mixed with fresh ingredients, or served again for future meals; however, bakery items may be served again at the next scheduled meal.

10. The following foods may not be served in a ready-to-eat (RTE) form: (a) raw animal food (such as Sushi or raw-marinated fish, raw molluscan shellfish, and steak) (b) partially cooked food (such as lightly cooked fish, rare meat, and soft-cooked eggs) (c) raw seed or bean sprouts (d) ice, unless from an authorized/approved ice plant or other authorized potable water source. Non-potable/non-approved ice used for cooling will not come in direct contact with the food item being cooled (e) Unpasteurized fruit juices or dairy products.

### C. CROSS-CONTAMINATION MEASURES

1. Cross contamination of food will be prevented by: (a) separating raw animal foods during storage and preparation from RTE foods and cooked foods. This can be accomplished by using separate equipment (cutting boards, utensils) and during storage – by arranging RTE items over products requiring lower cooking temperatures and products requiring higher cooking temperatures on the bottom (b) all cutting boards, utensils, and food contact surfaces used for potentially hazardous foods (PHF) will be cleaned and sanitized throughout the day at least every 4 hours or at any time during the operation when contamination may have occurred.

2. Before being peeled, cut, combined with other ingredients, or offered in a RTE form, raw fresh fruits and vegetables will be:

(a) Thoroughly washed in potable water to remove soil and other contaminants.

(b) When chlorine solution is used for disinfecting whole fresh fruits and vegetables, it is used at a 50-200 ppm concentration level.

(c) Completely immerse FF&V for at least 1 minute in the disinfecting solution.

3. Food will be protected from contamination by storing the food in a clean dry location; where it is not exposed to splash, dust, or other contamination; and at least 15 cm/6 in above the floor. During preparation, unpackaged food will be protected from environmental sources of contamination.

4. Recommend holding tank for bulk water (designated for kitchen and shower use, etc...) be secured with a lock and that bulk water be maintained at 1.0 ppm free available chlorine and checked daily.

5. Food service workers shall not eat, drink, or use any form of tobacco in any area where the contamination of food; clean equipment, utensils, and linens; unwrapped single service and single use articles, or other items needing protection from contamination could result.

### D. FOOD CONTACT SURFACES MEASURES

1. Utilize the 3 compartment sink as follows:

(a) First compartment (WASH) - equipment and utensils will be thoroughly washed with detergent and hot water at no less than 110F/43C.

(b) Second compartment (RINSE) - Equipment and utensils rinsed in clean water no less than 120F/49C.

(c) Third compartment (SANITIZE) - Sanitize equipment and utensils in one of the following manners:

1. Immerse in hot water 171F/77C or above for at least 30 seconds.

2. Immerse in approved sanitizer (ex. chlorine solution for at least 15 seconds at temperature of 75F/24C and concentration of 100 ppm chlorine (5 ppm FAC). Add 16 tsp (80 ml) of 5% liquid bleach to 40 L of water to achieve 5 ppm FAC. Chlorine test strips should be provided at each sink.

3. Ware washing machines that use hot water to sanitize will achieve a dishware/utensil surface temperature of 160F (71C).

4. Cleaned and sanitized equipment and utensils will be stored: (a) in a clean and dry location (b) where they are not exposed to splash, dust, or other contamination (c) on a rack above the floor that permits air drying (d) either covered or inverted.

5. Plates and utensils will be allowed to air-dry after washing and sanitizing to prevent recontamination.

6. Cleaning cloths used for wiping food spills will be reasonably clean and stored in a chemical sanitizer solution between 50-100 ppm chlorine/5 ppm FAC (or equivalent) solution and used for food contact and non-food contact surfaces, OR use single use clean paper towels. Sanitizer solution will be checked at a frequency necessary to ensure maintenance of proper concentration.

#### E. PERSONAL HYGIENE MEASURES

1. Food employees will vigorously wash hands and exposed arms for at least 20 seconds with warm water and soap at a designated hand washing sink before food preparation or working with exposed food; after the toilet, after breaks, after coughing, sneezing, using a handkerchief or tissues, using tobacco, eating, or drinking; after handling soiled equipment or utensils; during food preparation, as often as necessary to remove soil and contamination and to prevent cross contamination when changing tasks; between working with raw food and ready-to-eat (RTE) food; after engaging in other activities that contaminate the hands.

2. If an alcohol-based hand sanitizer is used, it will be applied to hands AFTER thoroughly cleaned as described above.

3. Each hand washing station will be supplied: soap, disposable towels, and a waste container.

4. Food employees need to wear authorized hair restraints (i.e. hats, hair nets) to keep hair from contaminating exposed food, clean equipment, utensils, and linens.

#### F. OTHER

Written daily logs (records) should be maintained for:

- Daily refrigerator and freezer temperature recordings (minimum of 2 daily recordings).
- Buffet line hot food holding temperatures.
- Time and temperature logs for cooking potentially hazardous foods (PHF).
- Checks on all hand washing stations for soap and hand towels.
- Water filters replacement, if applicable.

- Daily bulk kitchen water chlorine levels, if applicable.

#### G. DEFINITIONS

Potentially Hazardous Foods (PHF): those foods in which microorganisms are able to grow rapidly and include:

- Fresh Milk (chilled/frozen) or milk products (not UHT milk)
- Cheese
- Shell eggs, raw seeds and sprouts, sliced melons
- Meats, poultry, and fish
- Shellfish and edible crustacean (such as shrimp, lobster, crab)
- Baked or boiled potatoes
- Tofu or other soy-protein foods
- Garlic-and-oil mixtures
- Plant foods that have been heat-treated (such as rice, beans, etc...)

Authorized potable water source – water that has been identified and confirmed potable by environmental science, preventive medicine, or veterinary personnel.